

Interlocal Agreement
Purchasing Division

THIS AGREEMENT made and entered into by and between the County of Lancaster County, Nebraska, a governmental subdivision of the State of Nebraska, hereinafter called the "county," and the City of Lincoln, Nebraska, a municipal corporation and governmental subdivision of the State of Nebraska, hereinafter called the "city."

WHEREAS, §§ 23-324 et seq., R.R.S. Nebraska 1943, as amended, enables the county to contract for the services of a purchasing agent; and

WHEREAS, the city has a purchasing division with a person designated as purchasing agent as its official head; and

WHEREAS, the interlocal cooperation act (§§ 23-2201 through 23-2208), Reissue Revised Statutes of Nebraska, 1943) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other local governmental units to provide services and facilities on a basis of mutual advantage; and

WHEREAS, the county and the city desire to cooperate in order to use the purchasing division and the purchasing agent in the most efficient manner possible and to their mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by and between the parties as follows:

1. The county agrees to compensate the city by annual appropriation to the city purchasing division on the basis of a proposed annual budget submitted to the county board of commissioners by the city purchasing agent, and subject to the approval of the county board.

2. This contract shall remain in full force and effect from year to year until terminated. This contract may be terminated by either party giving to the other no less than thirty (30) days advance written notice of termination prior to the close of the fiscal year of the county. After the expiration of said fiscal year of the county, this contract shall terminate without necessity of further action by either party. Upon such termination, any funds remaining in the account established for the county and a proportionate share of all materials, parts, supplies, and equipment shall be returned to the county.

3. The city agrees that all purchasing agent services performed for and in behalf of the county shall be performed in accordance with the laws of the state of Nebraska, particularly §§ 23-324 et seq., R.R.S. Nebraska, 1943, as amended, and in accordance with rules and regulations propounded by the county board of commissioners. Such services shall be performed by the city purchasing division as administered by the city purchasing agent, its principal officer.

4. The county, in order to facilitate the provision of services by the city, agrees to provide, through the county attorney's office, written opinions concerning applicable laws of the state of Nebraska and rules and regulations propounded by the county board of commissioners pertaining to the conduct of services herein provided, as requested or deemed necessary.

IN WITNESS WHEREOF, each of the parties hereto have caused this contract to be executed in duplicate and delivered by their respective duly authorized officers as of the dates indicated below. (City Resolution A-61387; November 18, 1974; County Resolution 1E-1369; November 5, 1974).